BRUHATH BENGALURU MAHANAGARA PALIKE
N. R. SQUARE, BANGALORE-560002.

REQUEST FOR PROPOSAL FOR COLLECTION AND TRANSPORTATION OF SPUTUM SAMPLES FROM UPHC's, MATERNITY HOME, REFERRAL HOSPITALS OF BBMP, GENERAL HOSPITALS, MEDICAL COLLEGES, AND PRIVATE SECTORS HOSITALS, CLINICS, LABS LOCATED IN 223 BBMP WARDS TO NTI, IRL, CBNAAT AND TRUENAAT SITES LABS UNDER BBMP

BY INTERESTED NGO/FIRM/ORGANISATION

Tender Reference Number: **BBMP/2024-25/SE0966**

TABLE OF CONTENTS

REQUEST FOR PROPOSAL (RFP) SCHEDULE 3
SECTION I – LETTER OF INVITATION 4
SECTION II – INFORMATION TO SERVICE PROVIDER (ITC) 6
1. Introduction 7
2. Clarification and Amendment of RFP Documents 8
3. Preparation of Proposal 9
Technical Proposal 9
Financial Proposal 10
4. Submission, Receipt, and Opening of Proposals 10
5. Proposal Evaluation 10
General 10
Evaluation of Technical Proposals 11
Opening and Evaluation of Financial Proposals; Ranking 12
6. Negotiations 12
7. Award of Contract 12
8. Confidentiality 12
9. Purchaser's right to vary Quantities at Time of Award 13
10. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders 13
11. Bidders will be debarred as per the KTPP act. 13
12. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. 13
13. Period of Validity of Tenders 13
SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS 14
1. Technical Proposal Submission Form 15
2. Details of Service Provider' 16
3. Service Provider/s references 17
4. Description of the methodology and work plan for performing the assignment 18
5. Format of Annual Turnover Statement 19
6. Format of Affidavit 20
SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS 22
1. Financial Proposal Submission Form 22
SECTION V – TERMS OF REFERENCE 23
1. Background 24
2. Concise Statement of Objectives 24
3. An Outline of the Tasks to be Carried Out 24
4. Schedule for Completion of Tasks 31
5. Data, Services and Facilities to Be Provided by the Client 31
6. Final Outputs (i.e., Reports, Drawings, etc.) that will be required of the Service Provider 31
7. Composition of Review Committee to Monitor Manpower Service Providers Work 31
8. Procedure for Review of Progress Reports, Inception, Status, Final Draft and Final Reports ... 31
9. List of Positions whose CV and Experience would be evaluated. 31
SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES 32
1. Form of Contract 33
2. General Conditions of Contract 40
2.1. General Provisions 40
2.2. Commencement, Completion, Modification, and Termination of Contract 41
2.3. Obligations of the Service Provider 44
2.4. Service Provider' Personnel 46
2.5. Obligations of the Client 46
2.6. Payments to the Service Provider 47
2.7. Settlement of Disputes 48
2.8. Performance Security 48
2.9. Risk Clause 48
Checklist for Documents to be submitted 50

REQUEST FOR PROPOSAL (RFP) SCHEDULE

1.	RFP Reference No.	:	**BBMP/2024-25/SE0966**
2.	Date of Commencement of Download of RFP Document from Karnataka Public Procurement portal http://kppp.karnataka.gov.in	:	From 21/09/24 onwards
3.	Last Date and Time for uploading Online Queries[1] in Karnataka Public Procurement portal	:	up to 23/09/24 5:00 PM
4.	Date and Time of Pre-bid Meeting	:	23/09/24 at 11:00 AM at the following venue: Office of the CHO Ground Floor, Annexe-3 Building Bengaluru-560002.
5.	Last Date and Time for uploading of RFP in Karnataka Public Procurement portal	:	up to 05/10/24 5:00 PM
6.	Date and Time of Online Opening of RFP Applications in Karnataka Public Procurement portal	:	07/10/24 11:00 AM
7.	Place of Opening of RFP Applications	:	Online at Karnataka Public Procurement portal
8.	Address for Communication	:	Chief Health Officer (Public Health), Office of the CHO Ground Floor, Annexe-3 Building Bengaluru-560002. Email: choph515@gmail.com 080-22975516

[1] Only Online Queries through eProcurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

SECTION I – LETTER OF INVITATION

BRUHATH BENGALURU MAHANAGARA PALIKE

- **RFP No.: BBMP/2024-25/SE0966**

Date: 21/09/2024

Dear service providers,

1. BBMP CHO(PH) invites Proposals through Karnataka Public Procurement portal (two cover system) for, **COLLECTION AND TRANSPORTATION OF SPUTUM SAMPLES FROM UPHC's, MATERNITY HOME, REFERRAL HOSPITALS OF BBMP, GENERAL HOSPITALS, MEDICAL COLLEGES, AND PRIVATE SECTORS HOSITALS, CLINICS, LABS LOCATED IN 223 BBMP WARDS TO NTI, IRL, CBNAAT AND TRUENAAT SITES LABS UNDER BBMP**, for a period of 12 months, which may be extended by another 12 months based on performance. More details on the Services are provided in the Terms of Reference.
2. The RFP is open to all service providers, who meets the eligibility criteria.
3. The RFP includes the following documents:
   3.1. Section 1 - Letter of Invitation
   3.2. Section 2 - Information to Service Provider
   3.3. Section 3 - Technical Proposal - Standard Forms
   3.4. Section 4 - Financial Proposal - Standard Forms
   3.5. Section 5 - Terms of Reference
   3.6. Section 6 - Standard Form of Contract.
4. The Financial Proposal of the Service Providers who are technically qualified/responsive will only be opened through Karnataka Public Procurement portal.

Yours sincerely,

CHO (PH)

BRUHATH BENGALURU MAHANAGARA PALIKE

SECTION II – INFORMATION TO SERVICE PROVIDER (ITC)

1. Introduction

1.1. The BBMP CHO (PH) invites Proposals through Karnataka Public Procurement portal (two cover system) for **COLLECTION AND TRANSPORTATION OF SPUTUM SAMPLES FROM UPHC's, MATERNITY HOME, REFERRAL HOSPITALS OF BBMP, GENERAL HOSPITALS, MEDICAL COLLEGES, AND PRIVATE SECTORS HOSITALS, CLINICS, LABS LOCATED IN 198 BBMP WARDS TO NTI, IRL, CBNAAT AND TRUENAAT SITES LABS UNDER BBMP**, for a period of 12 months, which may be extended by another 12 months based on performance. The RFP is open to all service providers. The service providers will be selected under Least Cost Selection (LCS) procedures described in this RFP.

1.2. The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider are encouraged to pay a visit to the location before submitting a Proposal, and to attend a pre-proposal conference as per the RFP schedule. Attending the pre-proposal conference is optional.

1.3. Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.

1.4. It is GOK's policy to require that Service Provider observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

1.4.1. defines, for the purposes of this provision, the terms set forth below as follows:

1.4.1.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

1.4.1.2. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

1.4.2. will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.4.3. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

1.4.4. will have the right to require that, GOK to inspect Service Provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.5. Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above para.

1.6. The Service Provider shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated above and GCC.

1.7. Earnest Money deposit or Bid security

1.7.1. The Service Provider shall furnish Bid Security.

1.7.2. The Bid Security shall be paid in the Karnataka Public Procurement portal using any of the following payment modes:

a) Credit Card

b) Direct Debit

c) National Electronic Funds Transfer (NEFT)

d) Over the Counter (OTC). The OTC payment facility shall be available at designated ICICI bank branches for making payments from the dates of notification of IFB.

1.7.3. Confirmation of the receipt of the Bid processing fee and Bid Security in Government of Karnataka central pool A/c held at ICICI Bank shall be verified. If an acceptable Bid Security is not received then the e-Procurement portal will not allow the bidder to submit its bid. If bidder has not paid EMD bid will be rejected.

1.7.4. The Bid Security of unsuccessful Bidders will be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security.

1.7.5. The Bid Security may be forfeited:

a) if a Bidder

i) withdraws its bid during the period of bid validity specified by the Bidder on the Technical Bid Submission Form and extension of bid validity thereof;

b) if the successful Bidder fails to:

i) sign the Contract;

ii) Furnish a Performance Security.

1.7.6. EMD is not Exempted for MSME/SSI as per govt order FD/295/exp/12/2019 Dt 26/3/2019.

2. Clarification and Amendment of RFP Documents

2.1. Clarifications on the RFP may be uploaded online in Karnataka Public Procurement portal as per the RFP Schedule. Only Online Queries through Karnataka Public Procurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a firm,

modify the RFP documents by amendment. Any amendment shall be issued in writing as addendum/corrigendum. Addendum/corrigendum will be uploaded in the Karnataka Public Procurement portal only. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of Proposal

3.1. Service Provider are requested to submit a Proposal written in the English language.

Technical Proposal

3.2. In preparing the Technical Proposal, Service Provider are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, Service Provider must give particular attention to the following:

3.3.1. Service Provider Should not associate with the other Service Providers for this Assignment (Joint venture is not allowed for this tender).

3.3.2. The estimated number of staff required is as follows: None

3.4. The Technical Proposal should provide the following information using the attached Standard Forms and documents stated below in the table, all the documents are mandatory, if one of the document is not uploaded bid will be rejected:

Sl.no	**Documents**
1.	Earnest Money Deposit Rupees 40,920/-
2.	GST registration certificate.
3.	GST returns for the financial years 2023-24.
4.	Certificate of Incorporation in case of Private Limited / Public Limited
5.	Annual Turnover statement of five years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 certified by Chartered Accountant. Bidder should have annual turnover of Rs 20,46,000/- in any one the last five financial years i.e 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & IT returns of financial years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.
6.	Audited Balance Sheet 2018-19, 2019-20, 2020-21, 2021-22, 2022-23
7.	Audited Profit & Loss Statement 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.
8.	Affidavit as per format enclosed.
9.	Previous work Orders for providing similar transportation of lab samples contract for the value 20,46,000/- in any one of the five financial years, i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24.

10.	Details of the existing contracts
11.	Satisfactory Performance Certificate / Letter for providing similar transportation of lab samples contract for the value 20,46,000/- in any one of the five financial years i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24.
12.	Detailed proposed work plan and methodology, on how they are going to conduct transportation of lab samples
13.	Technical Proposal Submission Form
14.	Details of Service Provider
15.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE.
16.	Service provider references

Note: Original/notarized documents to be submitted for verification if intimated.

3.5. The Technical Proposal shall not include any financial information.

Financial Proposal

3.6. Bidder should quote rate per sample COLLECTION AND TRANSPORTATION OF SPUTUM SAMPLES FROM UPHC's, MATERNITY HOME, REFERRAL HOSPITALS OF BBMP, GENERAL HOSPITALS, MEDICAL COLLEGES, AND PRIVATE SECTORS HOSITALS, CLINICS, LABS LOCATED IN 223 BBMP WARDS TO NTI, IRL, CBNAAT AND TRUENAAT SITES LABS UNDER BBMP.

3.7. The Proposals must remain valid for 90 days after the submission date. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

4.1. The proposal shall be uploaded online in the Karnataka public Procurement portal http://kppp.karnataka.gov.in. The bidder shall upload the proposals in the Karnataka public Procurement portal on or before the due date and time specified in the RFP Schedule.

4.2. The Technical Bids will be opened online in the Karnataka public Procurement portal on the date and time as specified in the RFP Schedule. The Financial Proposal shall remain encrypted in the Karnataka public Procurement portal.

5. Proposal Evaluation

General

5.1. From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the RFP. Any effort by the

firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3. The evaluation committee appointed by the Client evaluates the proposals. All the documents should be uploaded mandatorily; if any one of the documents is not uploaded then bid will be rejected.

Sl.no	**Documents**
1.	Earnest Money Deposit Rupees 40,920/-
2.	GST registration certificate.
3.	GST returns for the financial years 2023-24.
4.	Certificate of Incorporation in case of Private Limited / Public Limited
5.	Annual Turnover statement of five years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 certified by Chartered Accountant. Bidder should have annual turnover of Rs 20,46,000/- in any one the last five financial years i.e 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & IT returns of financial years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.
6.	Audited Balance Sheet 2018-19, 2019-20, 2020-21, 2021-22, 2022-23
7.	Audited Profit & Loss Statement 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.
8.	Affidavit as per format enclosed.
9.	Previous work Orders for providing similar transportation of lab samples contract for the value 20,46,000/- in any one of the five financial years, i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24.
10.	Details of the existing contracts
11.	Satisfactory Performance Certificate / Letter for providing similar transportation of lab samples contract for the value 20,46,000/- in any one of the five financial years i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24.
12.	Detailed proposed work plan and methodology, on how they are going to conduct transportation of lab samples
13.	Technical Proposal Submission Form
14.	Details of Service Provider

15.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE.
16.	Service provider references

a) If bidder fails to upload any of these documents bid will be rejected.

b) All documents to be uploaded on Karnataka public procurement portal only and physical submission of documents at a later date or on verification day will not be entertained

Opening and Evaluation of Financial Proposals; Ranking

5.4. After the technical evaluation is completed, the Client will reject the bid or were considered non-responsive to the RFP and Terms of Reference, as rejected. The Client shall open those financial bids in the Karnataka public Procurement portal, who have qualified, in the technical evaluation.

5.5. The financial bids shall be opened online in the Karnataka public Procurement portal.

5.6. The Client will select the bidder who has quoted lowest rate quoted per sample collection and transportation.

5.7. If multiple bidders quote the same rate, then in the presence of all the qualified bidders, lottery method will be followed to finalize the L1 bidder, this will be final and binding.

5.8. The selected Service Provider will be invited for negotiations if required.

6. Negotiations

6.1. Negotiations will be held at the address indicated in the RFP schedule. The aim is to reach agreement on all points and sign a contract.

6.2. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Service Provider will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. Award of Contract

7.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Service Provider on the shortlist that they were unsuccessful and return the Financial Proposals of those Service Provider who did not pass the technical evaluation.

7.2. The Service Provider is expected to commence the Assignment from October 2024.

7.3. The proposed number of cleaning staff can be increased or decreased by 25 percent during the contract period.

8. Confidentiality

8.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

9. Purchaser's right to vary Quantities at Time of Award

9.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 % of the quantity, without any change in unit price or other terms and conditions.

10. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

10.1The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers

11. Bidders will be debarred as per the KTPP act.

12. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.

13. Period of Validity of Tenders

13.1Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS

1. Technical Proposal Submission Form

[To be submitted on company letter head]

To, Date: …./…./……..

CHO PH,
BBMP.

Sir/madam,

RFP Ref. No. ……

Subject: Technical Proposal for ……

We, the undersigned, offer for----------, for the above in accordance with your Request for Proposal vide no. ……. dated …./…./…….. We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal.

If negotiations are held during the period of validity 90 days of the Proposal, we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:	
Name:	
Title:	
Company Seal:	

2. Details of Service Provider'

Sl.	Particulars	Details				
1.	Company Name					
2.	Address of Registered Office					
3.	Contact Details	Landline				
		Mobile				
		Fax				
		Email				
4.	Director / CEO details	Name				
		Landline				
		Mobile				
		Fax				
		Email				
5.	Authorized Signatory for this RFP	Name				
		Landline				
		Mobile				
		Fax				
		Email				
		[Bidder should submit ***Power of Attorney*** authorizing to submit proposal and to represent the company for this RFP]				
6.	Branch Offices	Sl.	City	State	Address	Landline
		1.				
		2.				
7.	Total Number of Staff Employed on bid submission date	Sl.	Designation		No of Staff Employed	
		1.				
		2.				
			Total			

Authorized Signature:	
Name:	
Title:	
Company Seal:	

3. Service Provider/s references

[Relevant Services Carried Out in the Last three Years that Best Illustrate Qualifications]

Using the format below, provide information on each reference assignment for which your firm/company was legally contracted.

<table>
<tr><th>Sl.</th><th>Particulars</th><th colspan="4">Details</th></tr>
<tr><td>1.</td><td>Assignment Name</td><td colspan="4"></td></tr>
<tr><td>2.</td><td>Client Name</td><td colspan="4"></td></tr>
<tr><td>3.</td><td>Client Address</td><td colspan="4"></td></tr>
<tr><td>4.</td><td>Client Contact Details</td><td colspan="4"><table><tr><th>Name</th><th>Designation</th><th>Mobile</th><th>Email</th></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table></td></tr>
<tr><td>5.</td><td>Contract Start Date</td><td colspan="4"></td></tr>
<tr><td>6.</td><td>Contract Completion Date</td><td colspan="4"></td></tr>
<tr><td>7.</td><td>Contract Period</td><td colspan="4"></td></tr>
</table>

Authorized Signature:	
Name:	
Title:	
Company Seal:	

4. Description of the methodology and work plan for performing the assignment

The Service provider should submit detailed proposed work plan and methodology on **COLLECTION AND TRANSPORTATION OF SPUTUM SAMPLES FROM UPHC's, MATERNITY HOME, REFERRAL HOSPITALS OF BBMP, GENERAL HOSPITALS, MEDICAL COLLEGES, AND PRIVATE SECTORS HOSITALS, CLINICS, LABS LOCATED IN 223 BBMP WARDS TO NTI, IRL, CBNAAT AND TRUENAAT SITES LABS UNDER BBMP**.

Authorized Signature:	
Name:	
Title:	
Company Seal:	

5. Format of Annual Turnover Statement

[To be printed on letter head of Chartered Accountant.]

[Should be duly signed and certified by Chartered Accountant]

The Annual Turnover of M/s _____ during the past five years is given below.

Sl.	Financial Year	Turnover (in Crores)
1.	2018-19	
2.	2019-20	
3.	2020-21	
4.	2021-22	
5.	2022-23	

We certify that the above turnover statement is true and correct.

Signature of Chartered Accountant	
Seal of Chartered Accountant	
Registration Number	
Name of Chartered Accountant	
UDIN	
Date	
Place	

6. Format of Affidavit

[To be submitted by bidder's authorized person on Stamp Paper of Rs. 100/-]

[The affidavit shall be notarized]

AFFIDAVIT

This affidavit is executed by M/s …… on day ____, Year ____, having its registered office at …… ……for the Request for Proposal of invited by -----, BRUHATH BENGALURU MAHANAGARA PALIKE for …… vide reference no. …… dated …./…./……..

We / I hereby declare and undertake on oath as follows:

1. We / I that all the information, documents, testimonials, certificates, etc., submitted by us for the above-mentioned proposal are all correct and genuine.
2. We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, Certificates, etc. submitted by us are correct and genuine.
3. We / I declare that our firm / company M/s. …… is not blacklisted or de-registered by any Government / Quasi Government / other organization.
4. We / I declare that we / I will not default in the submission of Tax Deducted at Source (TDS), Provident Fund, ESI, etc.
5. We / I declare that we / I will not violate any of the provisions of the Indian Labour Law.
6. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by BRUHATH BENGALURU MAHANAGARA PALIKE for the period of five years.

Identified by me:

Deponent

Advocate

Name:

Title:

Company:

Date:

Place:

Details of the existing contracts

	Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned	Details regarding the contract	Value of Contract (Rs.)	Duration of Contract	
				From	**To**
				DD/MM/YY	DD/MM/YY
A					
B					
C					
	Additional information, if Any				

The above format may be used to provide requisite details.

Authorized Signature:	
Name:	
Title:	
Company Seal:	

SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS

1. Financial Proposal Submission Form

(Not Used)

(NOTE: The rates should be quoted in Karnataka public procurement portal only.)

SECTION V – TERMS OF REFERENCE

1. Background

BBMP, has 137 Urban Primary Health Centers, 26 Maternity homes, 5 General hospitals, 10 Medical Colleges and private sectors hospitals, clinics, labs located in 223 wards of BBMP, the lab samples collected by these centers are to be transported to 13-CBNAAT Sites, 11-TRUENAAT Sites, 1-NTI and 1-IRL Labs in BBMP, hence RFP is been called.

2. Concise Statement of Objectives

This RFP is being published to appoint the service provider for outsourcing **COLLECTION AND TRANSPORTATION OF SPUTUM SAMPLES FROM UPHC's, MATERNITY HOME, REFERRAL HOSPITALS OF BBMP, GENERAL HOSPITALS, MEDICAL COLLEGES, AND PRIVATE SECTORS HOSITALS, CLINICS, LABS LOCATED IN 223 BBMP WARDS TO NTI, IRL, CBNAAT AND TRUENAAT SITES LABS UNDER BBMP**, for a period of 12 months, extendable by another 12 months based on the performance.

3. An Outline of the Tasks to be Carried Out/scope of work

- The Service Provider shall be responsible for collection and transportation of patient specimens and samples to various specified nodal and mother hub laboratories located in various parts of the Bengaluru city. The specimens and samples are to be transported between our 137 Urban Primary Health Centers, 26 Maternity homes, 5 General hospitals, 10 Medical Colleges, private sectors and 6 CHCs or as per instruction of DTO(NTEP) /CHO BBMP.
- Specimens/samples are to be collected from 137 Urban Primary Health Centers, 26 Maternity homes, 5 General hospitals, 10 Medical Colleges, private sectors and 6 CHCs and transported to respective Nodal laboratory hubs at NAAT Sites before 1 pm. Samples for advanced testing are to be collected from 24 NAAT Sites and transported to NTI and IRL before 3 pm.
- Patient reports are to be collected from Nodal and Mother laboratories and transported to respective UPHCs within 24 hrs.
- It shall be the responsibility of the Service provider to follow national regulations on transport of infectious and other diagnostic specimens and promptly respond to Laboratory In charge/UPHC Medical Officer/DTO – BBMP.
- The transport of infectious substances should be attached with the label "Bio-hazard"
- The agency shall maintain cold chain throughout the transport. The data of temperature monitoring device should be provided to the laboratory in charge. Should have been own arrangement of cooling box or cooler or any other temperature-controlled equipment.
- The agency shall undertake precautionary measures so that in the event of an accident, courier staff and the general public may not be exposed infectious blood and body fluids.
- In case of inadvertent accident/loss, it should be notified to the lab in charge/DTO so that follow up measures can be undertaken.

- During high season and epidemics, the number of transport persons should be increased for more frequent sample pick-up from health facilities at the discretion of DTO, BBMP
- The Agency shall maintain a register/ document for the samples/specimens collected and provide Proof of Delivery (POD) of the samples to the office of DTO, BBMP. The service provider should have app/software for the same, the software should be able to provide the unique ID for each sample, should also supply barcode printers with stickers to each center.
- Facilities to track the sample through software or App should be available.
- The Agency shall maintain a register/ document for the packages/materials collected from our office premises.
- Obtain necessary license, permit, consent, sanction, etc., as may be required or called for from/ by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time of State or local Govt. as applicable to him or to this contract without any liability and responsibility to BBMP whatsoever it may be.
- To bear all taxes, rates charges, levies or claims, whatsoever, as may be imposed by the State/ Central Government or any local body or authority. To furnish such proof of payment of compliance or the obligations including registration certificates, receipts licenses, clearance certificates etc. as may be required by BBMP from time to time.
- Responsible for compliance to the provisions of various labor and industrial laws relating to the personnel deployed by Courier Agency for the purpose at premises of BBMP or for any accident caused to them and BBMP shall not be liable to bear any expense in this regard.
- In case of any changes of constitution of the Agency, the rights of BBMP should not suffer.
- All personnel engaged by Agency shall not disclose the identification of the material details to anyone. In case the same is proved the stringent action shall be taken against the Agency.
- A representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract and he will be answerable to BBMP. This will, however, not diminish in any way, the Agency's responsibility under contract to BBMP.
- BBMP may discontinue the services if urgency at any time without assigning any reason whatsoever.
- Prompt delivery of the consignment is of prime importance and penalty may be levied for delay. It is the responsibility of the service provider to maintain the adequate numbers of heavy vehicle for to safe transport of samples in temperature-controlled equipment in time to BBMP identified health facilities.
- In case the samples are delivered at wrong destination or short delivered it will be the responsibility of the bidders to collect the samples and deliver to the correct place at the risk and expenditure of bidders. Bidders will not be eligible for any payment on account of such additional trips involved.

- It shall be the responsibility and obligation of the bidders to ensure safety and security of the consignment entrusted to him for carriage and to effect the delivery to the designated place in the same sound condition as received by him and within the time schedule stipulated. Any destruction, deterioration, or damage or breakage caused to the consignment, charges will be charged from the bidders
- While accepting the samples for transport the bidders should ensure that necessary sample documents are collected.
- The Agency shall not, in any way, discontinue / withdraw the services on their own during the contract period.
- BBMP shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable except as under the contract. Before submission of the bill, the Agency shall ensure that the samples are properly delivered in good conditions and POD enclosed.
- No request for making advance payment on any ground shall be entertained.
- Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
- The Income tax as applicable shall be deducted from the bill unless exempted by the Income tax Department
- During the course of the contract period, the Agency shall pay GST at prevailing rates as per GOI norms.
- The decision of BBMP in regard to interpretation of the terms & conditions and the Agreement shall be final and binding on the Agency.
- An agreement shall be signed with the successful agency as per specimen enclosed.
- BBMP shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.
- Termination; The contract may be terminated by BBMP giving one month notice, in case the agency:

  a. Assigns or sub-contract of this service.

  b. Violation/ contravention of any of the terms and conditions mentioned herein.

  c. Does not improve the performance of the services in spite of instructions.

  d. Any violation of instructions/agreement of suppression of facts. On termination of the contract, it shall be the responsibility of the agency to discontinue the services.
- Main contact person name, mobile numbers to be given to BBMP on award of Contract.
- Jurisdiction: In case of any dispute, the jurisdiction shall be the Court at Bengaluru.
- BBMP reserves the right to cancel the contract at any point of time without assigning any reason whatsoever with the notice period of 30 days.

Annexure – 1 : List of laboratories between which the samples are to be transported

List of laboratories between which the samples are to be transported		
LABS	1	Yelahanka
	2	KR Puram
	3	SDS Hospital
	4	KC General Hospital
	5	Bowring Hospital
	6	BMCRI (Victoria)
	7	CV Raman Hospital
	8	BGS-GIMS
	9	Nimhans
	10	JJR nagar RH
	11	Coxtown MH
	12	Konanakunte PHI
	13	Gangondanahalli
	14	Magadi road MH
	15	Srirampuram RH
	16	Arkere PHI
	17	Dr B.R. Ambedkar MC
	18	Jayadeva
	19	Indira Gandhi institute of Child Health
	20	Yalahanka
	21	NTI
	22	IRL
	23	Other Labs assigned by the BBMP

List of Primary Health Facilities

Sl No	Zone	Sl No	TU name	Sl No	PHI Name
1	Bommanahalli Zone	1	Begur TU	1	Begur UPHC
2		2		2	BOMMANAHALLI UPHC
3		3		3	Arekere UPHC
4		4		4	Koddichikkanahalli UPHC
5		5		5	Roopena Agrhara UPHC
6		6		6	Gottigere UPHC
7		7	Konanakunte tu	1	Konanakunte uphc
8		8		2	Yelachenahalli uphc
9		9		3	Anjanapura uphc
10		10		4	Uttarhalli uphc
11		11		5	Vasanthapura uphc
12		12	singasandra	1	singasandra
13		13		2	agara
14	Dasarahalli Zone	1	Abbigere	1	Abbigere

15		2		2	Kuvempunagar
16		3		3	Jalahalli
17		4		4	Mallasandra
18		5		5	bagalagunte
19		6		6	Nelamaheshwari
20		7		7	Thippenahalli
21		8	LAGGERE	1	LAGGERE
22		9		2	RAJAGOAPALNAGARA
23		10		3	MALLATHAHALLI
24		11		4	ULLAL UPANAGARA
25		12		5	HEGGANAHALLI
26		13		6	HEROHALLI
27	East Zone	1	Broadway	1	Tasker Town Health center
28		2		2	Thimmhaia road M H
29		3		3	Vasanta Nagar
30		4	COX TOWN TU	1	COX TOWN UPHC
31		5		2	NEW BAGALUR LAYOUT UPHC
32		6		3	KACHAKARANAHALLI UPHC
33		7		4	ROBERTSON ROAD UPHC
34		8		5	LINAGARAJPURA UPHC
35		9	D J Halli TU	1	D J Halli MH
36		10		2	K G Halli HC
37		11	Halasuru	1	Bhuvneshwari nagar
38		12		2	halasuru
39		13		3	Murphy town
40		14	OLD BYAPPANAHALLI TU	1	OLD BYAPPANAHALLI UPHC
41		15		2	JEEVANAHALLI UPHC
42		16		3	BANASAWADI UPHC
43		17	sonnenahalli tu	1	kodihall uphc
44		18		2	domlur uphc
45		19		3	sonnenahalli ufwc
46		20		4	neelasandra disp
47		21	SULTAN PALYA	1	CHOLNAYAKANAHALLI
48		22		2	V NAGENAHALLI
49		23		3	KAVALBYRASANDRA
50		24		4	SULTAN PALYA
51	Mahadevapura Zone	1	K R PURAM	1	K R PURAM
52		2		2	RAMMURTHY NAGAR
53		3		3	K NARAYANAPURA
54		4		4	DODDANEKUNDI
55		5		5	VIJINAPURA
56		6		6	A NARAYANAPURA
57		7		7	GARUDACHAR PALYA
58		8	Varthur TB unit	1	VARTHUR

59		9		2	GUNJURU
60		10		3	KADUGUDI
61		11		4	HAGADUR
62		12		5	SIDDAPURA
63		13		6	MARATHAHALLI
64		14		7	VIBUTHIPURA
65		15		8	YAMALUR
66		16		9	DODDAKANNALLI
67	RR Nagara Zone	1	KENGERI TU	1	Kengeri CHC
68		2		2	Kengeri upanagara Phc
69		3		3	Bangarappa nagara Phc
70		4	yeshwanthpur	1	yeshwanthpur
71		5		2	subedarpalya
72		6		3	mathikere
73		7		4	sanjaynagar
74		8		5	nethaji circle
75	South Zone	1	Adugodi	1	Adugodi Dispensary
76		2		2	Adugodi UPHC
77		3		3	Koramangala UPHC
78		4		4	Siddapura UPC
79		5	Banashankari TU	1	kumarswamy layout
80		6		2	Banashankari uphc
81		7		3	Yarab Nagara uphc
82		8		4	J P Nagara uphc
83		9	DASAPPA	1	DASAPPA
84		10		2	H SIDDAIAH ROAD
85		11	hanumanthanagar	1	hanuamanth nagar dispencery
86		12		2	azadnagar
87		13		3	pobbathi
88		14		4	tr mill
89		15		5	sirci road
90		16	jayanagar tu	1	jayanagar dispensary
91		17		2	wilson garden uphc
92		18		3	jayanagar ufwc
93		19	JJR NAGAR TU	1	JJR NAGAR RH
94		20		2	Magadi road MH
95		21		3	MANAVARTHIPET UPHC
96		22		4	Anjanappagarden UPHC
97		23	N S PALYA	1	N S PALYA UPHC
98		24		2	MADIWALA UPHC
99		25		3	TAVAREKERE UPHC
100		26	VIDYAPEETA TU	1	VIDYAPEETA UPHC
101		27		2	CT BED UPHC
102		28		3	NR COLONY MH
103		29		4	AVALAHALLI UPHC

104	West Zone	1	GELAYARABALAGA TU	1	GELEYARABALAGA PHI
105		2		2	KAMALANAGAR PHI
106		3		3	KAMASHI PALYA PHI
107		4	HOSAHALLI TB UNIT	1	HOSAHALLI UPHC
108		5		2	AD HALLI HEALTH CENTER
109		6		3	MOODALPLAYA HEALTH CENTER
110		7		4	GOVINDRAJ NAGAR HEALTH CENTER
111		8		5	MANJUNATH NAGAR UPHC
112		9		6	RAJAJINAGAR UPHC
113		10	Nandini Layout TB Unit	1	Nandini Layout UPHC
114		11		2	Shankar Nagar UPHC
115		12	PANTHRAPALYA	1	PANTHRAPALYA UPHC
116		13		2	Babuji Nagar
117		14		3	West of chords road UPHC
118		15		4	GANGONDANAHALLI UPHC
119		16	PG Halli TU	1	Palace Guttahalli MH
120		17		2	Muni Reddy Palya MH
121		18		3	Sirur Park HC
122		19		4	Ganga Nagar MH
123		20	Subhashnagar	1	Subhashnagar
124		21		2	Srirampura lions
125		22		3	R c pura
126		23		4	Nagappa block
127		24		5	Subramanya nagar
128	Yalahanka Zone	1	AMRUTHALLI	1	AMRUTHALLI
129		2		2	THANISANDRA
130		3		3	K.G HALLI
131		4		4	AGRAHARA LAYOUT
132		5	YELAHANKA TB unit	1	APTS
133		6		2	ATTUR
134		7		3	KODGEHALLI
135		8		4	SAHAKARNAGAR
136		9		5	THINDLU
137		10		6	M S PALYA

List of Maternity Homes

Sl.no	Name of the Hospitals	Sl.no	Name of the Hospitals
1	Thimmaiah Road M H	15	Magadi Road M H
2	Coxtown M H	16	Moodala Palya M H
3	D.G.Halli. M H	17	Azadnagar M H
4	Austin Town M H	18	Sirsi Road M H
5	Shathinagar M H	19	Gavipuram Guttahalli MH
6	P.G.Halli M H	20	N.R.Colony MH
7	Dasappa MH	21	Wilson Garden M H

8	Yeshwanthpura M H	22	Pobbathi MH
9	Kaveripura M H	23	Yediyur M H
10	Manvarthpet M H	24	Tavarekere MH
11	Ganganagar M H	25	Adugodi MH
12	M.R.Palya M H	26	Jayanagar MH
13	Rajajinagar M H	27	JJR Nagar MH
14	Nandini Layout M H		

List of Medical Colleges and General Hospital			
Sl No	**MEDICAL COLLEGES**	**Sl No**	**GENERAL HOSPITAL**
1	ST.JOHNS MEDICAL COLLEGE AND HOSPITAL	1	Jayanagara General Hospital
2	BOWRING AND LADY CURZON HOSPITAL-RH&MC	2	K R Puram General Hospital
3	AMBEDKAR MEDICAL COLLEGE-MC	3	Yelahanka General Hospital
4	BANGALORE MEDICAL COLLEGE (Victoria hospital)-MC	4	KCG General Hospital
5	KEMPEGOWDA INSTITUTE OF MEDICAL SCIENCE - MC & RH	5	CV Raman General Hospital
6	ESI RAJAJINAGR-RH&MC		
7	BGS MEDICAL COLLEGE		
8	Vydehi medical College MC		
9	SAPTHAGIRI MC		
10	M.S. Ramaiah Medical College. RH & MC		

And Private medical colleges, Hospitals, clinics, and laboratories across 223 wards of BBMP.

4. Schedule for Completion of Tasks

The Service Provider shall start the services within 7 days from the date of work order.

5. Data, Services and Facilities to Be Provided by the Client

None.

6. Final Outputs (i.e., Reports, Drawings, etc.) that will be required of the Service Provider

None

7. Composition of Review Committee to Monitor Manpower Service Providers Work

The services provided by the Service Provider will be reviewed and monitored by the CHO PH.

8. Procedure for Review of Progress Reports, Inception, Status, Final Draft and Final Reports

The service provider shall maintain a record system to provide readily available information

9. List of Positions whose CV and Experience would be evaluated.

None.

SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES

1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the …... day of the month of ……, 2024, **BETWEEN** on the one hand, …… (hereinafter called the "Client") **AND** on the other hand, …… (hereinafter called the "Service Provider ".

WHEREAS

A. the Client has requested the Service Provider to provide certain services as defined in the RFP document, GCC (General Conditions of Contract), SCC attached to this Contract (hereinafter called the "Services");

B. the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1) The following documents attached hereto shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract (hereinafter called "GC");
   b) The Special Conditions of contract (hereinafter called "SC");
   c) RFP document
   d) Notification of award.
2) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   b) the Client shall collect the payments from the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND BEHALF OF

BRUHATH BENGALURU MAHANAGARA PALIKE

FOR AND BEHALF OF

[Name of Service provider]

MOU

Specimen Management services under National TB Elimination Programme (NTEP) of Karnataka

Introduction

Tuberculosis is a communicable disease caused by Mycobacterium tuberculosis. When a person becomes infected with mycobacterium, the bacteria is contained by the immune system and remain dormant in the lungs without making them sick of the disease. This condition is called TB Infection (TBI). This condition is not infectious and does not have symptoms. In approximately 10% of the infected population TBI progress to active disease, develop symptoms of TB and left untreated die. The progression is higher among immune compromised and children. This makes TB a highly infectious and killer disease.

Kshaya Muktha Karnataka

The State through the TB Elimination Program has been successful in curtailing the transmission of TB disease. Most of the time, it is noted that TB disease mortality and morbidity has resulted from TB infection, that has progressed to active TB and is not diagnosed early and or treated early.

The State has drawn a five-year action plan i.e., Kshaya Muktha Karnataka (2020-2025) which outlines necessary steps to reach End TB targets by the year 2025. The State currently is focussed to reduce the delays in diagnosing presumptives for drug sensitive TB and Tb patients for Universal drug sensitivity testing .

The steps include collection of adequate quantity of appropriate samples for patients and presumptives; transporting the same following all biohazard precautions and ensuring that the results reach the provider or the patient/presumptive in a timely manner.

MoU

Since the Universal drug sensitivity is already in place in the entire state, the District TB office will enter into an MoU with appropriate NGO/firm to facilitate specimen collection and transportation.

The Cost of One sample collected and transported will be Rs ----------/- only (Amount to be decided by DTO)

Memorandum of Understanding

National TB Elimination Programme, Karnataka

Memorandum of Understanding (MoU) for the participation of Public-Public/ Public - Private Partnership for providing specimen management services in NTEP, Karnataka.

This MOU is executed between the District Health Society -TB, ___ having its office at District TB Centre_____ (Proper Address) acting through its Joint Director, Karnataka, (hereinafter called “the Grantor, which expression shall include his/her successors in-interest, executors, administrators and legal representatives)

And

……(head of NGO and NGO details)hence forth referred to as PPP Partner, having its Laboratory services at ……(Address) (Hereinafter called "the Grantee", which expression shall include its successors in interest, executors, administrators, and legal representatives).

WHEREAS the Grantor plans to implement specimen management activities under "National TB Elimination Programme" partnership option for providing specimen transportation services to eligible persons.

1. Specimen collection and transportation Services for TB diagnosis **through the Grantee**, the Grantor has agreed to engage the services of the Grantee, subject to terms and as hereunder.

The activities would be implemented in the district of ___, in the State of Karnataka.

Eligibility criteria for Service Provider:-

- Service provider should be a registered entity.
- Should have experience of at least two to three years in similar work of Sample Collection & Transportation.
- The Provider should collect & transport all types of specimens including sputum, other respiratory specimen, EP samples etc.
- Provider should enable the logistics and linkages to the designated laboratory facilities.
- Should have an existing network or capacity to make adequate arrangements for logistics and transportation.
- Should have experience in managing a logistics network for at least two to three years.
- Should have staff to conduct outreach activity.
- Should have local presence in the community intended to be reached.

2. Project Location

The Grantee would be providing the Specimen collection and transportation Services as specified above at the following location as decided in consultation with DTO, _____, Karnataka

a. Area covered – The district of _____, Karnataka

b. Population covered – Eligible population who are presumptives and Tb patients

3. Period of Co-operation:

The concerned NGO agrees to perform all the activities outlined in the scope of work in above mentioned area. The duration of cooperation will be for one year from ___/___/_____ (dd/mm/yyyy) to ___/____/____ (dd/mm/yyyy) or the day of the starting the activity / function whichever is later.

Contract will normally be signed for a period of One year & renewable every year as per the needs of the programme, subject to satisfactory performance. In case of under-performance, non-diligence, the contract may be terminated by the District Health Society/ State Health Society any time with two-months prior notice.

4**. Terms, conditions, and specific services during the period of the MOU.**

A. **The Grantor shall**

- Provide the SOPs, NTEP formats for specimen collection and packaging as well as access to Nikshay user credentials to the Service Provider.
- Train Service Provider on specimen collection, packaging and transportation with requisite safety precautions as per NTEP guidelines.
- Identify and specify laboratory linkages. Provide a prototype of sputum specimen container and specification for procurement of specimen collection containers.
- Provide prototype sample transportation box and technical specification for procurement of the boxes.
- Ensure timely payments to Service Provider.
- No payments will be done for discarded or rejected samples/specimens

B. **The Grantee shall: -**

- Recruit & Hire adequate Staff / personnel on contractual basis.
- The NGO /Vendor should fulfil the requirements of labour laws, minimum wages and other statutory compliances as per the guidelines of Karnataka State.
- Undergo training when required and adhere to NTEP guidelines.
- Maintain records and reports as given by NTEP.
- Provide services free of cost to patients and ensure confidentiality of all patients.
- Ensure real-time reporting in Nikshay.
- Ensure and establish a sample collection centre in private-sector healthcare facility / community.
- Identify designated areas as well as nodal persons for specimen collection packaging & Transportation.
- Transport specimen from identified collection centres (either in public or private setting or from community) to the linked TB laboratory as per NTEP guidelines. **(Timeline to be decided by the DTO based on the distance)**
- Ensure accurate packaging and labelling of collected specimen as per the NTEP guidelines.
- Ensure appropriate specimen storage facility as per the NTEP guidelines in case of delays in transport.
- Coordinate with corresponding laboratories for on-time delivery of result.
- Ensure on-time delivery of test results to collection centres.
- Maintain specimen transportation record and getting it signed every day from a representative of NTEP
- Maintain biological specimen examination request form and sputum collection register.
- Ensure on-time delivery of results to the specimen collection centre and/or patients.

Verification Mechanism

- Verification will be completed by reviewing and cross-checking with Nikshay records and/ or any other NTEP reports submitted for a defined period.

- **P**hysical verification may be undertaken by the District assigned personnel / agency and could include Verification of records from lab registers.
- Interviews with staff from facilities where samples are collected.

Interviews with 5% of TB patients who have availed services under this option

5. Billing /invoice

Payment will be based on number of Specimens collected, transported, delivered & accepted at laboratory and entries updated in Nikshay.

- Bills will be submitted once in a month for payment on the total number of samples transported out in the month. The bills are to be submitted before 5th of every month to District TB Officer, ----------District----------(complete address) in triplicate for arranging payment. The payment will be made through PFMS to the concerned.

6. **Grievance Redressal Mechanism**

All grievances will be addressed within a period **of thirty days (30 days)** by DTO/STO of the concerned district/ state. Final decision will rest with State/ District Health Societies. Annual review would be a platform for addressing grievance of the laboratory facility/ Institution/ Organization.

7. **Right over Information/data**

All documents, information, statistics, and data collected by the Grantee in the discharge of the obligation under the MOU incidental or related to it (whether or not submitted to the Grantor) shall be the joint property of the Grantor, and the Grantee.

8. Indemnity

The Grantee hereby agrees to always keep the Grantor indemnified and harmless from all claims /demands / action and proceedings which may arise by reason of any activity undertaken by Grantee if the activity is not in accordance with the approved guidelines. This MOU shall be enforceable in courts situated at ___, Karnataka; any suit or application for enforcement of the above shall be filed in the competent court at _____ and no other district of Karnataka or outside Karnataka shall have any Jurisdiction in the matter

9. Termination Mechanism

The partnership may be terminated by either side through written notice of two months. In case services of Laboratory are discontinued, the grantor will not be responsible for any claim's settlement.

10. Necessary approval of State Health Society has been obtained: Yes

11. Enclosures:

Copy of the National/ State Guidelines of PMTPT Management in Karnataka

Copy of Application for undertaking the IGRA tests to the eligible group of population in the district

Copy of the Laboratory certification by the National certifying agency

_____ _____

Signature of DTO /Signature of authorised signatory (On behalf of the respective DHS __)	Signature of Laboratory In charge/ Authorized signatory (On behalf of Head of the Institution/ HOD with Seal)

1. The brief information about Agency /NGO is provided below:

1	(a) Name of Private Provider's Organization:	
	(b) Type of Organization:	Pvt. Ltd. Company / Not-for-Profit Company / LLP / NGO / Trust / Proprietorship firm / any other
2	Brief description of Private Provider's main lines of business	
3	Brief Description of project / services / activities performed which is similar to those given in Annexure-A: Scope of Services	
4	Details of individual(s) who will serve as the point of contact/ communication for the Private Provider:	
	(a) Name: (b) Designation: (c) Telephone No. (d) Mobile No. (e) E-mail: (f) Fax No.	
5	GST Registration Details (if applicable)	
6	Bank Details: (a) Name of Bank (b) Name of Branch / Address (c) Nature of Account (d) Account No. (e) IFSC / RTGS No.	

PRICE SCHEDULE

Brief Description of Services	Unit Rate (inclusive of GST) (in Rs.)
The Provider should collect & transport all types of specimens including sputum, other respiratory specimen, EP samples	Price of Rs ,,,,,,,, for Two Samples.

Signature Name, title and seal of authorized official of NGO

2. General Conditions of Contract

2.1. General Provisions

2.1.1. Definitions

1) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

   a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

   b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

   c) “Effective Date” means the date on which this Contract comes into force.

   d) “Contract Price” means the price to be paid for the performance of the Services;

   e) "GCC" means these General Conditions of Contract;

   f) "Government" means the Government of Karnataka;

   g) "Local currency" means Indian National Rupee;

   h) "Party" means the Client or the Service Provider, as the case may be, and Parties means both of them;

   i) "Personnel" means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services.

   j) "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

   k) "Services" means the work to be performed by the Service Provider pursuant to this Contract as described in TOR; and

   l) ‘Third party” means any person or entity other than the Government, the Client, the Service Provider.

2.1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

2.1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to

an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail specified in this RFP.

2.1.5. Location

The Services shall be performed at such locations as are specified in the RFP.

2.1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the RFP.

2.1.7. Taxes and Duties

The Service Provider and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

It is the responsibility of the Service Provider to strictly abide by the Indian Labour Laws and Acts, including but not limited to payment of TDS, PF, ESI, Service Tax to the Government.

2.2. Commencement, Completion, Modification, and Termination of Contract

2.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2.2. Commencement of Services

The Service Provider shall begin carrying out the Services within 7 days after the date the Contract becomes effective.

2.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2.7, this Contract shall terminate at the end of 12 months, which may be extended by another 12 months based on the performance.

2.2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties or as instructed by BBMP.

2.2.5. Force Majeure

1) Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2) No Breach of Contract

a) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3) Extension of Time

a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

4) Payments

a) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.2.6. Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2.2.7. Termination

1) By the Client

a) The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (b) through (e) of this Clause 2.2.7 (1) and sixty (60) days' in the case of the event referred to in (g):

b) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

c) if the Service Provider (or any of their Members) become insolvent or bankrupt;

d) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

e) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

f) For the purpose of this clause:

i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

ii) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

h) Service Provider and their staff if fails to strictly adhere to the Information Technology Act 2000 and its subsequent amendments at all times

2) By the Service Provider

a) The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause 2.2.7 (2):

i) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;

ii) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider’ notice specifying such breach;

iii) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3) Cessation of Rights and Obligations

a) Upon termination of this Contract pursuant to Clause GCC 2.2.7, or upon expiration of this Contract pursuant to Clause GCC 2.2.3, all rights and obligations of the Parties hereunder shall cease, except:

i) such rights and obligations as may have accrued on the date of termination or expiration;

ii) the obligation of confidentiality set forth in Clause GCC 2.3.3 hereof;

iii) any right which a Party may have under the Applicable Law.

4) Cessation of Services

a) Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.2.7 (1) or GCC 2.2.7 (2) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC 2.3.7 and GCC 2.3.8.

5) Payment upon Termination

a) Upon termination of this Contract pursuant to Clauses 2.2.7 (1) or 2.2.7 (2), the Client shall make the following payments to the Service Provider:

i) Payment for Services satisfactorily performed prior to the effective date of termination;

ii) except in the case of termination pursuant to paragraphs (b) and (c) of Clause 2.2.7 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.3. Obligations of the Service Provider

2.3.1. General

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Provider or third parties.

2.3.2. Conflict of Interest

1) Service Provider Not to Benefit from Commissions, Discounts, etc.

a) The remuneration of the Service Provider pursuant to Clause 2.6 shall constitute the Service Provider' sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Sub-Service Provider, and agents of either of them, similarly shall not receive any such additional remuneration.

2) Procurement Rules of Funding Agencies

a) Deleted.

3) Service Provider and Affiliates Not to engage in certain Activities

a) Deleted.

4) Prohibition of Conflicting Activities

a) Neither the Service Provider nor their Sub-Service Provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

i) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

ii) after the termination of this Contract, such other activities as may be specified in this RFP.

2.3.3. Confidentiality

The Service Provider, their Sub-Service Provider, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

2.3.4. Insurance to Be Taken Out by the Service Provider

It shall be the responsibility of the Service Provider to obtain necessary and required insurance(s) to all their staff posted at the Clients locations.

2.3.5. Service Provider' Actions Requiring Client's Prior Approval

1) The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service Provider shall remain fully liable for the performance of the Services by the Sub-Service Provider and its Personnel pursuant to this Contract;

b) any other action that may be specified in the RFP.

2.3.6. Reporting Obligations

The Service Provider shall submit to the Client the reports and documents specified in Terms of the reference.

2.3.7. Documents Prepared by the Service Provider to be the Property of the Client

The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. All Intellectual Property Rights (IPR) of the data, information, etc. created, generated, written, prepared, etc. shall be the sole property of the Client.

2.3.8. Equipment and Materials Furnished by the Client

Equipment, and other materials made available to the service provider by the Client or purchased by the service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment and materials. While in possession of such equipment, and other materials, the Service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value. The service provider should maintain all the equipment and other materials handed over during the agreement in his own expense.

2.4. Service Provider' Personnel

2.4.1. Description of Personnel

None.

2.4.2. Removal and/or Replacement of Personnel

1) Except as the Client may otherwise agree, no changes shall be made in the cleaning staff. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the cleaning staff, the Service Provider shall forthwith provide as a replacement a person of equivalent or better.
2) If the Client finds that any of the cleaning staff have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the cleaning staff, then the Service Provider shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
3) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of cleaning staff.
4) In case the staffs of service provider want to resign during the contract period, the staff shall provide a notice period of 90 days to the Client or the notice period approved by client on a case-to-case basis.
5) In case the Client wants to replace any staff, the Service Provider shall replace the staff within 30 days or as per the time period specified by the Client on a case-to-case basis.

2.5. Obligations of the Client

2.5.1. Assistance and Exemptions

a) Unless otherwise specified, the Client shall use its best efforts to ensure that the appropriate for the prompt and effective implementation of the Services;

2.5.2. Services and Facilities

Services as per TOR.

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2.6. Payments to the Service Provider

2.6.1. Lump Sum Remuneration

The rate finalized in the tender.

2.6.2. Contract Price

The rate finalized in the tender.

2.6.3. Payment for Additional Services

Nil.

2.6.4. Terms and Conditions of Payment

Verification Mechanism

- Verification will be completed by reviewing and cross-checking with Nikshay records and/ or any other NTEP reports submitted for a defined period.
- **P**hysical verification may be undertaken by the District assigned personnel / agency and could include Verification of records from lab registers.
- Interviews with staff from facilities where samples are collected.

Interviews with 5% of TB patients who have availed services under this option

Billing /invoice

Payment will be based on number of Specimens collected, transported, delivered & accepted at laboratory and entries updated in Nikshay.

Bills will be submitted once in a month for payment on the total number of samples transported out in the month. The bills are to be submitted before 5th of every month to District TB Officer, BBMP, in triplicate for arranging payment. The payment will be made through K2 to the concerned party.

a) **Performance indicator and its linkage to payment: This** is a fee for service contract i.e., payment will be based on the number of Specimen Tested and valid results reported in Nikshay.

b) **Verification Mechanism:** Verification will be completed by reviewing and cross-checking with Nikshay records and/ or any other NTEP reports submitted for a defined period.

c) Physical verification of records from lab registers may be undertake by the District assigned personnel / agency.

d) Interview with 5% of TB patients who have availed services under this option.

e) No additional payment would be made by BBMP, if the laboratory considers **retesting of the specimen for technical reasons.**

f) In case if there is any dispute regarding the payment for any month the decision of the Chief Commissioner BBMP will be final.

2.6.5. Interest on Delayed Payments

Nil.

2.7. Settlement of Disputes

2.7.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

2.7.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement and final authority to take the final decision for all the disputes will be Hon'ble Chief Commissioner, BBMP, Bangalore.

2.7.3. Place of Jurisdiction

All the matter pertaining to court will be at Civil court Bangalore Jurisdiction only.

2.8. Performance Security

a) Within 7 days of Notification of Award, the successful bidder shall furnish Performance Security to the Purchaser shall be for the 5% of the total approved tender amount, valid upto 60 days after the date of completion of performance obligations under this contract.

b) The Performance Security shall be in the form of Bank Guarantee/DD drawn in favour of the Client.

c) Discharge of the performance Security shall take place not later than 90 days following the date of completion of the Service Provider's performance obligations under the contract.

d) In the event of any contractual amendment, the Service Provider shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations.

2.9. Risk Clause

The Service provider shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BBMP reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by BBMP from the Contractor Security Deposit or by raising a separate claim.

a. All necessary reports and other information will be handed over to BBMP on a mutually agreed basis and regular meetings will be held with the BBMP.

b. The service provider or its representative/s shall meet BBBMP representative/s regularly to take feedback regarding the services. The service

provider will also maintain a suggestion book for comments on the services rendered by it.

c. The service provider shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BBMP

d. Training on behavior aspects and ethics must be done regularly.

e. Licenses if any required for services at the site will be procured by the service provider.

f. Any loss caused to the life and property due to negligence or dereliction of duty of the engaged service provider is to be indemnified by the service provider upto the entire satisfaction of the concerned office.

g. The service provider should have insurance facility of the 110% of contract value including tax.

Checklist for Documents to be submitted

[IMPORTANT NOTICE: The following checklist of documents should be submitted by the bidder in this bid. The following list is only an illustrative list and not the complete list of documents. Bidders may please note that, in case one or more documents as required in the tender document are not submitted in the bid, as per the format mentioned in the RFP document and in clear & readable format, before the RFP due date and time, then the bid submitted by the bidder shall be liable for outright rejection. The Client shall not accept any document which have not been uploaded before the RFP due date and time. Therefore, the bidders are requested to read the RFP document carefully and submit/upload the complete list of documents as required in the RFP document.]

Sl.no	**Documents**
1.	Earnest Money Deposit Rupees 40,920/-
2.	GST registration certificate.
3.	GST returns for the financial years 2023-24.
4.	Certificate of Incorporation in case of Private Limited / Public Limited
5.	Annual Turnover statement of five years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 certified by Chartered Accountant. Bidder should have annual turnover of Rs 20,46,000/- in any one the last five financial years i.e 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & IT returns of financial years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.
6.	Audited Balance Sheet 2018-19, 2019-20, 2020-21, 2021-22, 2022-23
7.	Audited Profit & Loss Statement 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.
8.	Affidavit as per format enclosed.
9.	Previous work Orders for providing similar transportation of lab samples contract for the value 20,46,000/- in any one of the five financial years, i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24.
10.	Details of the existing contracts
11.	Satisfactory Performance Certificate / Letter for providing similar transportation of lab samples contract for the value 20,46,000/- in any one of the five financial years i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24.
12.	Detailed proposed work plan and methodology, on how they are going to conduct transportation of lab samples
13.	Technical Proposal Submission Form
14.	Details of Service Provider
15.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE.
16.	Service provider references
17.	Any other documents as per the tender document